

# **Exhibit 1**

1  
IN THE UNITED STATES DISTRICT COURT  
2  
IN AND FOR THE DISTRICT OF DELAWARE  
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4 ARM LTD., )  
5 Plaintiff and Counterclaim )  
Defendant, ) C.A. No. 22-1146  
6 v. ) (MN)  
7 QUALCOMM INC., QUALCOMM )  
TECHNOLOGIES, INC. And NUVIA, INC., )  
Defendants and )  
8 Counterclaim Plaintiffs )

9  
- - - -  
10 Wilmington, Delaware  
11 Friday, January 12, 2024  
12 Telephonic Oral Argument  
13 - - - -  
14

15 BEFORE: HONORABLE LAURA D. HATCHER  
UNITED STATES DISTRICT COURT MAGISTRATE JUDGE  
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24  
25 Michele L. Rolfe, RPR, CRR

1 is the first we heard that there was an objection from  
 2 Fujitsu. Fujitsu has not filed anything in this case, ARM  
 3 has never told us that they object. They haven't sent us  
 4 any letter. We don't understand what the objection is or  
 5 why the scope of license technology would be redacted in  
 6 that regard.

7 We also don't understand what -- why unique  
 8 licensing rates not at issue in the NUVIA ALA would prevent  
 9 ARM from listing the redactions on the scope of technology  
 10 covered by the Google and Microsoft ALAs, they're just --  
 11 you know, there's no way for us to assess that.

12 And as far as the other categories, I'll just  
 13 say that on representations and warranties, that's a  
 14 category that's listed in ARM's redaction log, we don't  
 15 really know what it's covering. Based on review of the ALAs  
 16 that we've seen, there can be representations and warranties  
 17 about a whole host of different types of provisions,  
 18 including pricing provisions. So it's unclear to us why  
 19 they think all representations and warranties are  
 20 irrelevant. And we think that we're entitled to see what's  
 21 under those redactions for all the reasons that we've  
 22 already stated. And I will pause there.

23 THE COURT: Okay. Thanks very much, Ms. Morgan.  
 24 Let's give Mr. Mooney, if it's Mr. Mooney  
 25 speaking, a chance to respond.

1 this despite what I thought was very clear guidance, and  
 2 when I look back it seems to be, of Your Honor at the  
 3 October 5th hearing three months ago.

4 In fact, much of what I just heard I was getting  
 5 a sense of déjà vu it was the same argument I heard back in  
 6 October. But at that hearing, Your Honor was very clear on  
 7 the transcript that we cannot treat the ALAs with a broad  
 8 brush, so they all have the same technology and parties and  
 9 it's ultimately situated, that is not appropriate. And Your  
 10 Honor specifically said "so after meet and confer, if  
 11 Qualcomm wants to come back to me and say there's a specific  
 12 license agreement that has similar or same technology, it's  
 13 similarly situated, such as the provisions are actually  
 14 relevant here, they can provide that to me with the  
 15 applicable California Third Circuit or Federal law, they may  
 16 do so."

17 They haven't done that. This was about three  
 18 sentences in a brief, and they didn't even attempt to meet  
 19 Your Honor's direction. And I think I just heard that it  
 20 would be impossible to have done that, it would not have.  
 21 For example, a short table that would list the agreement, a  
 22 column explaining the technology was similar and a column  
 23 explaining why one of the provisions or multiple provisions  
 24 were relevant would be quite simple, could even be an  
 25 exhibit. They didn't do that and they have not done that, I

1 MR. VRANA: Your Honor, if I may really briefly,  
 2 this is Rob Vrana at Young Conaway. I just wanted to say  
 3 that I expect -- I think we expect ARM or potentially third  
 4 parties may want to seek redaction of the transcript of the  
 5 hearing, so I just wanted to flag that and request that the  
 6 Court keep the transcript sealed until that time.

7 THE COURT: Okay. Will do. Thanks.

8 MR. MOONEY: Your Honor, I will handle this.

9 Again, plenty to unpack, but given that we're  
 10 seven minutes to 5:00 on a holiday weekend, I'll try to be  
 11 as quick as possible here.

12 ARM has spent months now since the October 2023  
 13 hearing diligently working to produce less redacted ALAs for  
 14 nearly all of the licensees. And to provide some context,  
 15 there's basically three buckets here: Apple and Intel, two  
 16 licensees, have requested that we not remove redactions, we  
 17 have abided by that.

18 There were several licensees, but seven  
 19 licensees that we've worked with to remove redactions and a  
 20 hand full that have been nonresponsive, but the upside is  
 21 that the vast majority of what was redacted when we had a  
 22 hearing back in October is now unredacted, and what remains  
 23 redacted is set forth in a relatively brief redaction log.

24 Defendants haven't shown the relevance of any of  
 25 the currently redacted provisions, and they haven't done

1 think, on the fly on the phone. At least I have not heard  
 2 any argument that any specific provision, just technically  
 3 similar agreement, has any relevance whatsoever to this  
 4 case.

5 I guess the last thing I would say is there was  
 6 an attempt to leverage the change log argument, that is  
 7 obviously not an analogy, but I think Your Honor understands  
 8 that.

9 And unless Your Honor has any questions or would  
 10 like me to go into any specifics, that's all I have right  
 11 now. Thank you, Your Honor.

12 THE COURT: Okay. Thanks very much, Mr. Mooney.  
 13 Ms. Morgan, you can briefly respond, if you  
 14 like, but I'd ask you to limit your remarks to a minute or  
 15 two, given the hour.

16 MS. MORGAN: Yeah, I would say that the prior  
 17 arguments all took place before ARM submitted expert reports  
 18 that put the third-party ALAs squarely at issue before they  
 19 provided those agreements to their experts and asked their  
 20 experts TO rely on them and to come to conclusions that  
 21 necessitated examination on the third-party ALAs in their  
 22 entirety.

23 And as far as putting IN a table goes, I would  
 24 encourage Mr. Mooney to reread Exhibit 26, which sets forth  
 25 in exhaustive detail why each one of the ALA redactions

1 needs to be listed. It took 27 pages to do that.

2 THE COURT: Okay.

3 All right.

4 MS. MORGAN: I guess I could also just add for  
5 the Court that to the extent ARM believes that we should  
6 submit a table that articulates what all of the disputes are  
7 on these issues and that that wouldn't violate the page  
8 limit, we are happy to do that.

9 THE COURT: Thank you, Ms. Morgan. I hear that  
10 ship has sailed.

11 The motion to lift the redactions to the  
12 third-party license is denied.

13 As our last teleconference on the issue of  
14 redactions to third-party licenses, both parties were  
15 instructed to meet and confer on a license-by-license basis  
16 to determine relevance and specifically instructed to not  
17 treat these individually negotiated and bespoke licenses  
18 together as a group. Qualcomm's somewhat watered down  
19 motion does just that.

20 I have no ability, given what I have right now,  
21 to evaluate the relevance of any individual license, the  
22 applicability of the technology, the relevance of the  
23 requested unredactions, the need for such information and  
24 whether disclosure of such information could result in harm,  
25 so for those reasons the motion should be denied.

1 Is there anything else that we need to do?

2 MR. MOONEY: Nothing from our end, Your Honor.

3 THE COURT: Okay. Hearing nothing, folks,  
4 thanks again for the very helpful argument, and I hope you  
5 have a very nice weekend. Take care.

6 ALL COUNSEL: Thank you, Your Honor.

7 (Whereupon, the following proceeding concluded  
8 at 4:59 p.m.)

9 I hereby certify the foregoing is a true  
10 and accurate transcript from my stenographic notes in the  
11 proceeding.

12 /s/ Michele L. Rolfe, RPR, CRR

13 U.S. District Court

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## **Exhibit 2**

13:12:40

## IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ARM LTD., )  
a U.K. corporation, )  
                  )  
Plaintiff,     )  
                  ) C.A. No. 22-1146(MN)  
v.                )  
                  )  
QUALCOMM, INC., )  
a Delaware corporation, )  
et al.,          )  
                  )  
Defendants.     )

Thursday, March 7, 2024  
2:13 p.m.  
Oral Argument

844 King Street  
Wilmington, Delaware

BEFORE: THE HONORABLE MARYELLEN NOREIKA  
United States District Court Judge

## APPEARANCES:

YOUNG CONAWAY STARGATT & TAYLOR  
BY: ANNE SHEA GAZA, ESQ.  
BY: ROBERT M. VRANA, ESQ.

-and-

MORRISON FOERSTER, LLP  
BY: KYLE W.K. MOONEY, ESQ.  
BY: NICHOLAS R. FUNG, ESQ.  
BY: DANIEL MACKNIDES, ESQ.

Counsel for the Plaintiff

14:13:35 1 Mooney and Nicholas Fung of Morrison & Foerster as well as  
14:13:38 2 my colleague, Robert Vrana and Daniel Macknides.  
14:13:45 3 MR. BLUMENFELD: Good afternoon, Your Honor.  
14:13:48 4 Jack Blumenfeld from Morris Nichols for the Qualcomm  
14:13:52 5 defendants. And with me is Karen Dunn and Erin Morgan from  
14:13:56 6 Paul Weiss.

14:13:56 7 THE COURT: Great.

14:13:58 8 MS. GAZA: Your Honor, if I may, I'm sorry, I  
14:14:01 9 meant to mention also that third-party counsel for Ampere  
14:14:06 10 and Apple are in attendance as well if you would like their  
14:14:09 11 introduction.

14:14:10 12 THE COURT: Sure. You guys can give me your  
14:14:12 13 input if you need to.

14:14:15 14 All right. Let's start with -- so we have a  
14:14:19 15 couple of objections and we have the trial date issue. I  
14:14:25 16 saw there was another order from Judge Hatcher yesterday.  
14:14:28 17 Am I going to be getting objections for that, anyone?

14:14:35 18 MR. MOONEY: No, Your Honor.

14:14:35 19 THE COURT: I didn't get a yes or no. And when  
14:14:38 20 you speak, could you stand.

14:14:39 21 MS. DUNN: Not from us, Your Honor.

14:14:41 22 MR. MOONEY: No, Your Honor.

14:14:42 23 THE COURT: Okay. Great. All right.

14:14:45 24 Okay. Let's start with Mr., is it Son or Son?

14:14:53 25 MS. DUNN: Yes, Your Honor. Karen Dunn for

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## 1 APPEARANCES CONTINUED:

2 MORRIS NICHOLS ARSHT & TUNNELL LLP  
3 BY: JACK BLUMENFELD, ESQ.

4 -and-

5 PAUL WEISS  
6 BY: KAREN L. DUNN, ESQ.  
BY: ERIN MORGAN, ESQ.

7 Counsel for the Defendants

8 FISH & RICHARDSON  
9 BY: NITIKA GUPTA FIORELLA, ESQ.

10 -and-

11 WALKER STEVENS CANNOM, LLP  
12 BY: HANNAH L. CANNOM, ESQ.

13 Counsel for Apple, Inc.

15 WILSON SONSINI GOODRICH & ROSATI  
16 BY: BRAD SORRELS, ESQ.

17 Counsel for Ampere Computing

18 -----  
19  
20  
13:37:07 21 THE COURT: All right. Good afternoon everyone.  
14:13:23 22 Please be seated.

14:13:28 23 Ms. Gaza.

14:13:29 24 MS. GAZA: Good afternoon, Your Honor. Anne  
14:13:31 25 Gaza on behalf of plaintiff, ARM. I'm joined today by Kyle

14:14:56 1 Qualcomm.

14:14:57 2 THE COURT: So I need you to really focus me on  
14:15:01 3 the standard here because I'm not looking at this de novo,  
14:15:07 4 and so I need you to focus on why this was clearly erroneous  
14:15:14 5 or contrary to law.

14:15:16 6 MS. DUNN: I'm happy to do that, Your Honor. We  
14:15:19 7 have slides as to this argument that we can hand up if it  
14:15:24 8 pleases the Court. Thank you.

14:15:25 9 THE COURT: Let me ask you this before I start.  
14:15:27 10 Is there really a dispute as to whether he told Samsung or  
14:15:39 11 others that Qualcomm's license was going to expire? Is that  
14:15:45 12 in dispute?

14:15:46 13 MS. DUNN: There is a dispute about his  
14:15:48 14 statements. We know he -- there is no dispute that he made  
14:15:52 15 statements. I don't know, perhaps counsel for Arm can tell  
14:15:55 16 us whether they dispute that he said the license would  
14:15:58 17 expire. I don't think that's in the record.

14:16:02 18 THE COURT: Why don't you guys talk about that  
14:16:04 19 because I need to understand what there is a dispute about  
14:16:06 20 so I can decide if he has superior or unique knowledge. If  
14:16:10 21 nobody disputes what you say he said, then I'm not sure I  
14:16:14 22 care as much. Why don't you guys talk about it. I can't  
14:16:19 23 believe you haven't done that already.

14:16:23 24 (Discussion off the record.)

14:16:25 25 MR. MOONEY: Your Honor, Rene Haas, the current

15:08:10 1 change something, only the terms that are non-redacted.  
 15:08:13 2 MR. MOONEY: Yes, Your Honor is right that we as  
 15:08:16 3 you pointed out to counsel at Qualcomm, having redacted that  
 15:08:19 4 information we are not going to be able to rely what is  
 15:08:22 5 beneath those redactions to make that argument, that's  
 15:08:25 6 right.

15:08:25 7 THE COURT: You're not going to be able to argue  
 15:08:27 8 that you're changing terms or that you will change terms  
 15:08:32 9 that have been redacted in any way. So, if, for example,  
 15:08:37 10 you can't say whatever is in appendix A, you can't say well  
 15:08:43 11 -- annex A, we're not going to change what we do in annex A  
 15:08:47 12 because you never disclosed what you did previously so you  
 15:08:50 13 can't say how you're going to change it, right?

15:08:53 14 MR. MOONEY: I believe Your Honor would not let  
 15:08:54 15 us get away with that. We would not be able to rely on any  
 15:08:59 16 redacted information.

15:09:00 17 THE COURT: And your expert hasn't given any  
 15:09:02 18 specifics so you can't come in later with some specifics, is  
 15:09:05 19 that right?

15:09:05 20 MR. MOONEY: Well, the expert, yes, Your Honor,  
 15:09:07 21 I didn't see in looking at Mr. Schoettelkotte's expert  
 15:09:11 22 report, the passages that we were pointed to, any statements  
 15:09:14 23 about changes being made to ALAs, any reliance on any  
 15:09:19 24 redacted material, in fact, Mr. Schoettelkotte had the very  
 15:09:22 25 same redacted documents that Qualcomm's experts had. I have

15:10:37 1 those employees had, we had produced 1.5 million pages of  
 15:10:42 2 documents --  
 15:10:43 3 THE COURT: They had no idea, when they took  
 15:10:45 4 those depositions, they couldn't say, Mr. Abbey, what did  
 15:10:48 5 you discuss with the expert?  
 15:10:50 6 MR. MOONEY: I agree with that, Your Honor.  
 15:10:51 7 THE COURT: Okay.  
 15:10:52 8 MR. MOONEY: But Your Honor, that's not unlike  
 15:10:55 9 --  
 15:10:55 10 THE COURT: I think that's what Mr. Blumenfeld  
 15:10:57 11 was getting at, he's saying I can't have the same  
 15:11:00 12 discussions with these folks and ask, you know, have my  
 15:11:04 13 expert ask them questions because fact discovery is over.  
 15:11:10 14 MR. MOONEY: It is true, Your Honor --  
 15:11:11 15 THE COURT: He can't ask about what they  
 15:11:14 16 discussed with the expert.  
 15:11:15 17 MR. MOONEY: It is true that in this case  
 15:11:17 18 Qualcomm's -- if I'm following this, Qualcomm's counsel was  
 15:11:21 19 not able to depose ARM employees after ARM's expert put in  
 15:11:26 20 reports, that's true. That's true in every case. What is  
 15:11:30 21 also true in this case --  
 15:11:31 22 THE COURT: Yeah, but what's not true in every  
 15:11:33 23 case is every -- my gosh, we have from footnote 196 through  
 15:11:38 24 at least -- through at least footnote 219, there is nothing  
 15:11:43 25 else other than discussion, or maybe a deposition.

15:09:26 1 heard for the first time today a complaint that our expert  
 15:09:29 2 spoke to some ARM employees. I have not heard that before  
 15:09:33 3 in this case --  
 15:09:34 4 THE COURT: Well, I saw something in the papers  
 15:09:36 5 saying they didn't give them the licenses or maybe they gave  
 15:09:40 6 them redacted versions of licenses, but I did see something  
 15:09:44 7 saying he's not opining based on the licenses, he's opining  
 15:09:49 8 based on something else.

15:09:50 9 MR. MOONEY: Our expert, both Mr. Schoettelkotte  
 15:09:53 10 and others did have conversations with some ARM employees in  
 15:09:56 11 connection with preparing the report, just as Qualcomm's  
 15:09:59 12 expert spoke to Qualcomm employees. I would like to say  
 15:10:03 13 though, that, Your Honor just heard that Qualcomm did not  
 15:10:06 14 have a chance to have conversations with the people that  
 15:10:08 15 Mr. Schoettelkotte spoke to. They did. They deposed these  
 15:10:12 16 people and I was present at those depositions.

15:10:14 17 THE COURT: And did this come before or after  
 15:10:16 18 those depositions?

15:10:17 19 MR. MOONEY: This expert report was served a few  
 15:10:20 20 weeks after the fact depositions.

15:10:22 21 THE COURT: So they didn't have a chance to ask  
 15:10:24 22 because they didn't know that Mr. Abbey and Mr. Williamson  
 15:10:29 23 had discussions with Mr. Schoettelkotte, right?

15:10:31 24 MR. MOONEY: I would not agree with that. They  
 15:10:33 25 knew what -- they knew the sphere of responsibility that

15:11:49 1 MR. MOONEY: I agree with Your Honor that  
 15:11:51 2 Mr. Schoettelkotte in particular had many discussions with  
 15:11:54 3 our employees and this is a heavily footnoted report. Those  
 15:11:58 4 are not the only sources Mr. Schoettelkotte relied on by any  
 15:12:02 5 means.  
 15:12:02 6 THE COURT: It is the only source in what I  
 15:12:04 7 have.  
 15:12:04 8 MR. MOONEY: It is the only source in the four  
 15:12:06 9 pages that Your Honor has been handed from the report,  
 15:12:09 10 Mr. Schoettelkotte has a schedule of information that was  
 15:12:11 11 relied on that includes many thousands of documents in the  
 15:12:14 12 case, many thousands of transcripts and exhibits in addition  
 15:12:18 13 --  
 15:12:18 14 THE COURT: So let's say -- and I'll give the  
 15:12:23 15 third parties a chance to weigh in on this, too, tell me  
 15:12:29 16 about the confidentiality. We have a protective order, we  
 15:12:33 17 have an outside counsel only provision. To say that this  
 15:12:38 18 stuff is at risk of all of the comments were sort of generic  
 15:12:44 19 saying this is going to give Qualcomm a competitive  
 15:12:47 20 advantage. The way it gives Qualcomm a competitive  
 15:12:50 21 advantage is if the information is given to outside counsel  
 15:12:54 22 and outside counsel gives it to Qualcomm, which is quite an  
 15:13:02 23 accusation.  
 15:13:03 24 So why is the protective order not sufficient?  
 15:13:07 25 MR. MOONEY: Well, as Your Honor knows, the law

15:13:10 1 is clear that the protective order isn't sufficient to  
15:13:13 2 require parties to produce information that's not relevant  
15:13:16 3 in the case.

15:13:17 4 THE COURT: Let's say I'm not convinced that  
15:13:19 5 it's not relevant.

15:13:20 6 MR. MOONEY: Your Honor is right, we are not  
15:13:21 7 suggesting that Qualcomm outside counsel is going to  
15:13:25 8 deliberately disclose this information to anybody, that's  
15:13:28 9 not the concern. The concern is that this is highly  
15:13:30 10 confidential competitive information that goes to the very  
15:13:34 11 core of our business and to the very core of our  
15:13:38 12 competitor's business and this is information that could be  
15:13:40 13 misused by our competitors and our customers. And that any  
15:13:45 14 risk that this information is inadvertently specifically or  
15:13:50 15 generally used or disclosed by any counsel or anyone else  
15:13:54 16 involved in the case who might have access to this  
15:13:56 17 information under the protective order, which certainly  
15:14:00 18 isn't just counsel sitting at the table is enough of a risk  
15:14:03 19 that we worked very carefully with our customers, Apple  
15:14:08 20 here, to remove as many --

15:14:11 21 THE COURT: You haven't worked at all with  
15:14:12 22 anyone on the 2023 Apple agreement, that's just a big fat  
15:14:17 23 no, right? You don't even have the first page of it that  
15:14:20 24 says agreement.

15:14:21 25 MR. MOONEY: It is true that the Apple agreement

15:15:45 1 why is that different from this? Why do you think that if  
15:15:52 2 someone, outside counsel for Qualcomm gets it, like what is  
15:15:56 3 -- give me an example, what necessarily would they have to  
15:15:59 4 disclose that's so -- that's so secret that it would be  
15:16:04 5 harmful.

15:16:05 6 MS. CANNOM: Right. So speaking generally about  
15:16:06 7 the termination provision, if they were entitled to see the  
15:16:10 8 termination provision, then they would have to tell their  
15:16:15 9 client whether the termination provision was similar or  
15:16:17 10 different and that's why that mattered to the specific issue  
15:16:20 11 here.

15:16:21 12 There are also other, you know, certain  
15:16:23 13 licensing terms --

15:16:25 14 THE COURT: Well, I mean the termination  
15:16:26 15 provision, that wasn't even something -- that was redacted  
15:16:29 16 in the Google one, so I'm not sure why I understand that's  
15:16:33 17 so secretive.

15:16:35 18 MS. CANNOM: And Apple's position is that  
15:16:38 19 everything that's within the 2023 ALA is very highly  
15:16:41 20 protected even within Apple.

15:16:44 21 THE COURT: That assumes a bit much to me.  
15:16:47 22 You're telling me the very first words that say this ALA  
15:16:51 23 between Apple and ARM, that's super secret. Come on, right  
15:16:54 24 then you're losing a little bit of credibility because  
15:16:57 25 you're not even -- I mean, that's not -- let's put it this

15:14:24 1 2023 has not been produced and on that, I would let Apple  
15:14:29 2 speak further.

15:14:29 3 If you have any other further questions for me,  
15:14:32 4 I'm happy to address them.

15:14:34 5 THE COURT: All right. Apple.

15:14:37 6 MS. CANNOM: Thank you, Your Honor. Hannah  
15:14:40 7 Cannon on behalf of Apple, Inc. A couple of points that I  
15:14:43 8 think we need to look at. First of all, it's from Judge  
15:14:46 9 Hatcher's order where she says that balancing the minimal  
15:14:50 10 relevance when combined with the harm of disclosure --

15:14:53 11 THE COURT: I might think it's a little bit more  
15:14:55 12 relevant than she does.

15:14:58 13 MS. CANNOM: What she then goes on to say it  
15:15:01 14 will necessarily need to generate generalized information  
15:15:03 15 from the ARM clients. This is different than a source code  
15:15:05 16 situation where the source code is in a room and what we're  
15:15:07 17 worried about is inadvertent disclosure of large swaths of  
15:15:11 18 code. Here we have information that once it's heard --

15:15:15 19 THE COURT: Tell me what exactly that means,  
15:15:18 20 necessarily -- I don't know why that is, so why is it  
15:15:23 21 different than you have source code and you say we can't  
15:15:30 22 make out an infringement case because, you know, the source  
15:15:34 23 code doesn't have this, or we can make out an infringement  
15:15:38 24 case so that, therefore, they are, you know, confirming that  
15:15:41 25 the source code shows that something works. Why -- like,

15:17:00 1 way. The Third Circuit test for confidentiality, you didn't  
15:17:05 2 meet it when you're telling me that. I'm supposed to go  
15:17:09 3 line by line in things according to the Third Circuit. So  
15:17:13 4 you just saying there is an agreement, but you can't even  
15:17:17 5 see who signed it tells me right then that you're being  
15:17:21 6 overly inclusive and you're not encouraging me to follow the  
15:17:26 7 Third Circuit's guidance on confidentiality.

15:17:30 8 MS. CANNOM: Understood, Your Honor. Your  
15:17:33 9 Honor, and if you were to order that Apple would have to  
15:17:36 10 produce a redacted version in line with the other ALAs, that  
15:17:40 11 would be certainly something we would do. Our concern here,  
15:17:43 12 however, is that the clearly defined serious injury that  
15:17:47 13 Apple has vis-a-vis its competitor and more broadly --

15:17:50 14 THE COURT: I'm still not getting it. You're  
15:17:52 15 telling me it's so harmful to you if the example you gave  
15:17:57 16 me, the termination provisions were disclosed, yet other  
15:18:02 17 competitors, termination provisions are disclosed, and maybe  
15:18:08 18 there is something super secret in Apple's termination  
15:18:12 19 provision, but the fact that it sort of undermines your  
15:18:18 20 argument when other competitors are like okay, you can't see  
15:18:21 21 how much we pay, but you can see what happens if we  
15:18:24 22 terminate or how we terminate.

15:18:26 23 MS. CANNOM: To be clear, there are multiple  
15:18:28 24 other ALAs that have been produced in redacted material  
15:18:32 25 here. What we're concerned is the most recent one which has

15:35:45 1 Your Honor.

15:35:45 2 THE COURT: Did you ever tell me that? Is that

15:35:47 3 in the scheduling order?

15:35:49 4 MR. BLUMENFELD: No, they demanded a jury.

15:35:50 5 THE COURT: Because I have a jury trial. When

15:35:52 6 did you tell me it was going to be a bench trial?

15:35:56 7 MR. MOONEY: I have to look back, Your Honor. I

15:36:00 8 don't have that at my fingertips, I'm sorry.

15:36:02 9 THE COURT: Do you think you ever did?

15:36:25 10 MR. MOONEY: I'm taking a look, Your Honor. I

15:36:27 11 don't know the answer to that. It could have been a delay

15:36:29 12 in the products being released has caused --

15:36:33 13 THE COURT: So the answer is no. But you're

15:37:00 14 going -- are you asking for a jury?

15:37:03 15 MR. BLUMENFELD: I expect that we are going to

15:37:04 16 ask for a jury on our counterclaims. We always thought

15:37:08 17 until about two days ago that this was going to be a jury

15:37:11 18 trial and then ARM's lawyers said something before Judge

15:37:19 19 Hatcher the other day suggesting that they didn't see it

15:37:21 20 that way.

15:37:27 21 MR. MOONEY: Our understanding, Your Honor, that

15:37:29 22 the only claim in the case right now --

15:37:32 23 THE COURT: I'm just looking at the scheduling

15:37:34 24 order that you guys proposed to me which talks about a

15:37:38 25 five-day jury trial. So if you changed your mind, it would

15:39:43 1 company.

15:39:45 2 MR. SORRELS: Ampere, Your Honor.

15:39:46 3 THE COURT: Ampere, I think those concerns

15:39:48 4 were -- at least they were specific concerns.

15:39:50 5 So I am not ready to argue -- I'm not ready to

15:39:57 6 rule that the relevance, that Judge Hatcher got it clearly

15:40:00 7 wrong when she weighed the relevance and the harm.

15:40:04 8 But I am also not clear that there is going to

15:40:10 9 be arguments made where it would be unfair for the defendant

15:40:12 10 to be able to defend itself.

15:40:14 11 So I am going to make that ruling without

15:40:20 12 prejudice. If it turns out that you make a specific showing

15:40:26 13 of what you would need to respond to something or to make an

15:40:28 14 argument, you can come back and just remind us. And that it

15:40:34 15 should not go to Judge Hatcher, that it should come to me.

15:40:38 16 MR. BLUMENFELD: Thank you, Your Honor.

15:40:39 17 THE COURT: Okay. And you guys need to talk

15:40:41 18 about the trial and can you guys do that and in the next two

15:40:46 19 weeks get back to us on your positions as to jury, bench and

15:40:51 20 whether they can withdraw it at this point?

15:40:53 21 Okay. So now we have to talk about the trial

15:40:56 22 schedule. I don't remember when the trial was scheduled.

15:41:31 23 September.

15:41:36 24 MS. DUNN: I believe September 23rd.

15:41:38 25 THE COURT: There it is. September 23rd. Okay.

15:37:44 1 have been nice to have a little bit of a notice, especially

15:37:48 2 when you know we're talking about trial dates.

15:37:52 3 MR. BLUMENFELD: And I'm not sure, Your Honor,

15:37:55 4 that they're permitted to withdraw a jury demand without our

15:37:59 5 consent at this point. It's not something we've ever

15:38:04 6 discussed.

15:38:05 7 MR. MOONEY: I understand that the bench trial

15:38:07 8 did come up before Judge Hatcher, Your Honor. I don't know

15:38:12 9 how long ago that was.

15:38:13 10 THE COURT: That's really not relevant to me.

15:38:22 11 So I am going to overrule the objections for right now. I

15:38:28 12 think we need to understand -- assuming this were to go to a

15:38:33 13 jury trial, I think I could address -- I could allow you to

15:38:44 14 raise this again once I understand the arguments being made

15:38:51 15 as to irreparable harm.

15:38:54 16 If it's going to be a bench trial, then I need

15:39:00 17 to think about it a little bit more. And it may be that we

15:39:04 18 just phase the bench trial so that I can understand what the

15:39:09 19 arguments are. Because my problem is right now I can see

15:39:13 20 relevance, but I can't make a determination that the

15:39:16 21 relevance is enough to overcome some valid -- I think

15:39:22 22 Apple's 2023 agreement is not credible because saying you

15:39:28 23 can't produce it at all is just not even trying. But I

15:39:34 24 can't say that they don't have valid concerns on the

15:39:39 25 confidentiality aspects. And I'm sorry, I forgot the other

15:41:44 1 So when were you looking to have it moved to?

15:41:48 2 MS. DUNN: Your Honor, the date that we proposed

15:41:51 3 is a date that we believe was open on Your Honor's calendar,

15:41:56 4 December 9th. We did call the Court some time ago for that

15:42:04 5 date, so we don't know if your calendar is still available.

15:42:08 6 THE COURT: It's not.

15:42:10 7 MS. DUNN: We certainly could do it any time

15:42:14 8 after that.

15:42:14 9 THE COURT: I have December 2nd, the week of

15:42:17 10 December 2nd.

15:42:22 11 MS. DUNN: That date I believe would work for

15:42:25 12 us. I don't know about my friends on the other side.

15:42:30 13 MR. MOONEY: Your Honor, we do have availability

15:42:35 14 the week of December 2nd if Your Honor decides to delay the

15:42:40 15 trial. Our position is that counsel has not shown good

15:42:43 16 cause to extend the schedule or change the trial date,

15:42:46 17 particularly in light of the ruling coming out Monday, and

15:42:51 18 that the trial date should remain in September.

15:42:55 19 THE COURT: I haven't decided if I am going to

15:43:00 20 change it.

15:43:03 21 Actually I have a naturalization ceremony that

15:43:08 22 week, so what about the week of the 16th of December?

15:43:14 23 MS. DUNN: That works for Qualcomm.

15:43:18 24 MR. MOONEY: Did Your Honor have availability

15:43:20 25 before that date if Your Honor decides to delay the trial?

# **Exhibit 3**

13:41:50 1 IN THE UNITED STATES DISTRICT COURT  
 2 FOR THE DISTRICT OF DELAWARE  
 3  
 4 ARM LTD., )  
 5 a U.K. corporation, )  
 6 Plaintiff, ) C.A. No. 22-1146(MN)  
 7 v. )  
 8 QUALCOMM, INC., )  
 9 a Delaware corporation, )  
 et al., )  
 10 Defendants. )

12 Wednesday, November 20, 2024  
 13 2:00 p.m.  
 14 Pretrial Conference

15 844 King Street  
 16 Wilmington, Delaware

18 BEFORE: THE HONORABLE MARYELLEN NOREIKA  
 United States District Court Judge

21 APPEARANCES:

22 YOUNG CONAWAY STAGGATT & TAYLOR  
 BY: ANNE SHEA GAZA, ESQ.  
 BY: ROBERT M. VRANA, ESQ.  
 BY: DANIEL MACKRIDES, ESQ.

25 -and-

14:04:02 1 session. The Honorable Maryellen Noreika presiding.  
 14:04:02 2 THE COURT: All right. Good afternoon,  
 14:04:04 3 everyone. Please be seated.  
 14:04:06 4 All right. Ms. Gaza.  
 14:04:09 5 MS. GAZA: Good afternoon, Your Honor. Anne  
 14:04:11 6 Gaza from Young, Conaway on behalf of plaintiff, ARM. I'm  
 14:04:15 7 joined today by Daralyn Durie, Erik Olson, Shaelyn Dawson,  
 14:04:22 8 Nicholas Fung, Daniel Muino, Henry Huttinger, Laura Gilbert  
 14:04:28 9 Remus all from Morrison Foerster as well as my colleagues,  
 14:04:32 10 Rehoboth Vrana and Daniel Mackrides.  
 14:04:35 11 THE COURT: All right. Good afternoon everyone.  
 14:04:37 12 MR. BLUMENFELD: Good afternoon, Your Honor.  
 14:04:38 13 THE COURT: Good afternoon.  
 14:04:39 14 MR. BLUMENFELD: Jack Blumenfeld from Morris  
 14:04:44 15 Nichols for Qualcomm and NuVia. With me at counsel table  
 14:04:47 16 are Karen Dunn, Catherine Nyrdy and Jacob Braly from Paul  
 14:04:53 17 Weiss. Behind them, Jennifer Ying from Morris Nichols, Erin  
 14:04:57 18 Morgan from Paul Weiss, and behind them, Flint Patterson,  
 14:05:02 19 Ruby Garrett and, Chris Longman from Qualcomm.  
 14:05:06 20 THE COURT: All right. Welcome to all of you  
 14:05:08 21 and good afternoon.  
 14:05:09 22 Okay. All right. Let me just get my document  
 14:05:19 23 ready here.  
 14:05:26 24 So I appreciate the letter that we received last  
 14:05:31 25 night from the defendants on simplifying the case. I think

1 APPEARANCES (Cont'd):

2 MORRISON FOERSTER, LLP  
 3 BY: DARALYN DURIE, ESQ.  
 4 BY: ERIK OLSON, ESQ.  
 5 BY: DANIEL MUINO, ESQ.  
 6 BY: SHAELYN DAWSON, ESQ.  
 5 BY: NICHOLAS FUNG, ESQ.  
 5 BY: HENRY HUTTINGER, ESQ.  
 6 BY: LAURA GILBERT REMUS, ESQ.

7 Counsel for the Plaintiff

10 MORRIS NICHOLS ARSH & TUNNELL LLP  
 BY: JACK BLUMENFELD, ESQ.  
 11 BY: JENNIFER YING, ESQ.

12 -and-

13 PAUL WEISS  
 BY: KAREN L. DUNN, ESQ.  
 14 BY: CATHERINE NYARDY, ESQ.  
 14 BY: JACOB BRALY, ESQ.  
 15 BY: RUBY GARRETT, ESQ.  
 16 BY: ERIN MORGAN, ESQ.  
 16 BY: ANNA LIPIN, ESQ.  
 17 BY: FLINT PATTERSON, ESQ.

18 Counsel for the Defendants

14:00:58 23  
 14:00:58 24 COURTROOM DEPUTY: All rise. The United States  
 14:00:58 25 District Court for the District of Delaware is now in

14:05:39 1 it's dropping the counterclaims. How are we going to  
 14:05:43 2 resolve those?  
 14:05:46 3 MS. DUNN: Your Honor, they're out of the case,  
 14:05:51 4 so we are dropping them as claims.  
 14:05:54 5 THE COURT: So I always run into this problem  
 14:05:56 6 and then I get like after the case are they dismissed, are  
 14:06:00 7 they dismissed with prejudice, did you fail to put in  
 14:06:03 8 evidence on them, so I'm granting judgment, what are we  
 14:06:07 9 doing with them? You can't just say we're dropping them.  
 14:06:10 10 They're in the case. How do I get them out of it?  
 14:06:13 11 MS. DUNN: We can file a voluntary withdraw of  
 14:06:16 12 the claims if that is what Your Honor would like.  
 14:06:22 13 THE COURT: I want to know what you guys have  
 14:06:24 14 agreed to do. So have you talked with the other side?  
 14:06:28 15 MS. DUNN: We talked to the other side and  
 14:06:30 16 agreed that we would drop the claims so they're aware. I  
 14:06:33 17 don't think we've talked mechanically how we would do that.  
 14:06:36 18 We're happy to do that and make a submission to the Court.  
 14:06:39 19 THE COURT: That would be very helpful.  
 14:06:40 20 MS. DUNN: Okay.  
 14:06:41 21 THE COURT: And I don't mean to suggest that I  
 14:06:43 22 don't appreciate that you're dropping them, it's just that I  
 14:06:47 23 have gotten myself into trouble before when I don't figure  
 14:06:50 24 out what that means.  
 14:06:51 25 MS. DUNN: Understood, Your Honor. Plaintiff's

14:38:11 1 the founders received compensation in the acquisition, or to  
 14:38:15 2 the fact that there is a bonus structure laid out and a term  
 14:38:20 3 sheet that was signed as part of the acquisition. All of  
 14:38:23 4 the reasons that ARM provides in their response are  
 14:38:27 5 satisfied without disclosing the actual proceeds that were  
 14:38:31 6 made by the NuVia founders who are nonparties to this  
 14:38:36 7 action. And including that information and introducing that  
 14:38:39 8 evidence into this case would only seek to inflame the jury.  
 14:38:42 9  
 To also address one of the issues that's raised  
 14:38:45 10 in ARM's response, they question whether a particular  
 14:38:50 11 milestone -- I think the last pending milestone payment was  
 14:38:53 12 paid out based on --

14:38:55 13 THE COURT: How much money are we talking about?  
 14:38:59 14 MR. BRALY: It is approximately 80 to \$100  
 14:39:03 15 million, Your Honor. Mr. Gulati in Exhibit 1A to our  
 14:39:08 16 opening brief provides a breakdown of the amount on pages  
 14:39:11 17 137 to 138, and describes both the stock transfer as well as  
 14:39:17 18 a cash payment and then, of course, there are milestone  
 14:39:20 19 payments as well.

14:39:22 20 THE COURT: Okay. Let me hear from the  
 14:39:24 21 plaintiff.

14:39:25 22 MS. DURIE: Thank you, Your Honor. Daralyn  
 14:39:30 23 Durie for ARM.

14:39:31 24 Evidence of the amount of money that the  
 14:39:34 25 founders stood to make by virtue of the acquisition is

14:41:19 1 what's going on because plaintiff now seems to be saying  
 14:41:26 2 look, we're not going to use those, which I appreciate  
 14:41:30 3 because you didn't produce them, you shouldn't be able to  
 14:41:33 4 use them.

14:41:34 5 But what I'm not sure happens is instead it  
 14:41:37 6 seems like you're saying we're just going to have people  
 14:41:40 7 testify. Well, what are you going to have them testify?  
 14:41:43 8 Are you going to have them testify about things that they  
 14:41:45 9 need those documents to cross-examine them on, or are you  
 14:41:48 10 going to testify about stuff that you've already produced  
 14:41:52 11 discovery on? So that is what I need some help on.

14:41:55 12 MS. DURIE: Thank you. And the answer, Your  
 14:41:57 13 Honor, is the latter. So we will have witnesses describe at  
 14:42:03 14 a high level the ALA program, and that there are ALA's with  
 14:42:11 15 a number of different companies. That I think is not a  
 14:42:13 16 contested fact. We do not intend to put in any evidence  
 14:42:17 17 about the specific terms of specific agreements that would  
 14:42:22 18 implicate in any way any information that was redacted from  
 14:42:27 19 those agreements.

14:42:28 20 The only -- the reason that this evidence is  
 14:42:32 21 relevant is to show -- in part to show harm. Obviously the  
 14:42:38 22 details of that harm are for the remedies phase for a  
 14:42:43 23 specific performance, but Qualcomm has taken the position  
 14:42:46 24 that we need to show as an element of the breach of contract  
 14:42:50 25 claim harm from the breach.

14:39:39 1 highly relevant to their motivation for disregarding their  
 14:39:45 2 contractual obligations. And closing that transaction  
 14:39:50 3 notwithstanding the consent requirement and failing to get  
 14:39:54 4 consent, and then using the ARM technology that had been  
 14:40:01 5 developed at NuVia in order to speed product development at  
 14:40:06 6 Qualcomm and get the milestone payments that had been  
 14:40:10 7 promised to them. And I think the case law is quite clear  
 14:40:14 8 that evidence of the amount of money that a party stands to  
 14:40:19 9 gain is evidence of bias. And it shows their motivation for  
 14:40:24 10 engaging in the specific conduct that is at issue in this  
 14:40:28 11 case.

14:40:28 12 THE COURT: All right. I think I have heard  
 14:40:30 13 enough.

14:40:30 14 MS. DURIE: Thank you.

14:40:31 15 THE COURT: I am going to deny the motion. If  
 14:40:38 16 defendants -- I've already permitted defendants to use the  
 14:40:40 17 royalty rate to show motive and bias from plaintiff's part,  
 14:40:45 18 then plaintiff can also use Qualcomm's buyout figures to  
 14:40:49 19 show motive or bias of the NuVia folks.

14:40:53 20 Okay. Qualcomm's motion in limine number 2,  
 14:40:58 21 defendants seek to preclude ARM from making arguments about  
 14:41:01 22 its ALA program, ALAs generally unless it produces all of  
 14:41:07 23 its third-party ALAs without redactions. We had a little  
 14:41:11 24 bit of a discussion about this at the last hearing. I'm not  
 14:41:16 25 sure if I screwed that up. So I do need to understand

14:42:51 1 THE COURT: And I agree with that.  
 14:42:52 2 MS. DURIE: Right. And so we intend to have  
 14:42:56 3 testimony both that ARM is harmed by the unlicensed use of  
 14:43:00 4 our technology by Qualcomm and not being compensated for  
 14:43:06 5 that use in the way that they believe they should have been,  
 14:43:10 6 and that there is harm generally to ARM from the unlicensed  
 14:43:15 7 use of its technology, this is not the only ALA.

14:43:19 8 THE COURT: But I need to know specifically what  
 14:43:23 9 you suggest someone is going to testify about because if  
 14:43:25 10 that person is going to say well, gosh, it affects our  
 14:43:30 11 ability to negotiate good prices on other ALA's, that seems  
 14:43:34 12 like something you should have produced.

14:43:36 13 MS. DURIE: I understand. We are not going to  
 14:43:39 14 have witness testimony that there has been any past  
 14:43:44 15 impairment in our ability to negotiate specific ALA terms  
 14:43:49 16 including rates. We do think that to the extent that  
 14:43:55 17 Qualcomm's conduct was blessed here and that Qualcomm was  
 14:44:00 18 ultimately permitted to use unlicensed technology, that that  
 14:44:06 19 would have negative consequences going forward, but we're  
 14:44:10 20 not going to put in any testimony --

14:44:13 21 THE COURT: How is that showing damages? That's  
 14:44:16 22 showing speculative stuff for the future. How is that  
 14:44:19 23 showing that you have been damaged by the breach?

14:44:22 24 MS. DURIE: I think there is exigent harm to the  
 14:44:26 25 licensing ecosystem, but I think for purposes of showing

14:44:30 1 harm as an element of the breach of contract claim, the fact  
 14:44:34 2 that our technology is being used in an unlicensed fashion  
 14:44:39 3 without compensation, without in our view adequate  
 14:44:42 4 compensation --

14:44:43 5 THE COURT: That one I understood. I understood  
 14:44:45 6 that one. I don't understand you saying and now we're going  
 14:44:50 7 to put someone up and he's not going to say we've already  
 14:44:53 8 been harmed because we couldn't negotiate better deals or  
 14:44:57 9 people were like you let Qualcomm get away with it, so we  
 14:45:03 10 can get away with paying less or something, you're not going  
 14:45:06 11 to do that and instead you want him to say well, it may  
 14:45:09 12 happen in the future, that doesn't seem like harm for a  
 14:45:12 13 breach of contract. That seems kind of speculative and  
 14:45:18 14 future.

14:45:18 15 MS. DURIE: I don't disagree that it is about  
 14:45:20 16 the future. It is about why this lawsuit is important to  
 14:45:23 17 ARM, it is about why ARM made the decision which was as I  
 14:45:28 18 understand it literally unprecedented to sue one of its  
 14:45:32 19 licensees for the unlicensed use of its technology.

14:45:37 20 I agree that is not what we will be relying on,  
 14:45:40 21 it is the predicate for a determination of harm as an  
 14:45:44 22 element of a breach of contract claim, I believe that is the  
 14:45:47 23 harm that will be specific from the unlicensed use of this  
 14:45:50 24 technology.

14:45:50 25 THE COURT: Let me ask you a question because it

14:47:29 1 THE COURT: I understand. But if you're going  
 14:47:31 2 to convince me -- if you want to tell the jury that our harm  
 14:47:36 3 is that we haven't been adequately compensated, I can't  
 14:47:41 4 pretend that I didn't hear that. Compensation sounds  
 14:47:44 5 money-ish.

14:47:45 6 MS. DURIE: I understand, and that is an element  
 14:47:46 7 of harm and I understand Your Honor's point. So the answer  
 14:47:49 8 to your question I think is remedies that are incidental to  
 14:47:54 9 specific performance.

14:47:55 10 THE COURT: All right.

14:47:56 11 MS. DURIE: Thank you.

14:47:56 12 THE COURT: Mr. Blumenfeld, did we help with  
 14:47:59 13 some of that? So they're not going to put in ALA's, they're  
 14:48:04 14 not going to testify that anything -- that there was  
 14:48:10 15 anything in the past where they -- their negotiations or  
 14:48:13 16 their ALA's were somehow impacted, and that's damages. I'm  
 14:48:21 17 not sure I'm going to let them put in something speculative  
 14:48:25 18 about the future, while maybe this will happen, maybe it  
 14:48:29 19 won't. So that leaves us with an argument that they're not  
 14:48:35 20 being adequately compensated for their -- for the alleged  
 14:48:41 21 breach. That seems like it's outside of this motion in  
 14:48:45 22 limine. So what is left of the motion in limine that I need  
 14:48:49 23 to address?

14:48:51 24 MR. BLUMENFELD: So a couple of things, Your  
 14:48:53 25 Honor, and I want to swing back to the damages issue that

14:46:13 1 sort of your explanation kind of raised this which is let's  
 14:46:15 2 say you go before the jury and the jury says there was a  
 14:46:18 3 breach, and the damage, there was damage and loss of  
 14:46:21 4 reputation, something like that. Okay? Something that's  
 14:46:24 5 damages, but that is sufficient to show damages for purposes  
 14:46:27 6 of making out a breach of contract claim. And then you come  
 14:46:30 7 to me and you've already just said part of your damage may  
 14:46:33 8 be that you're not compensated adequately for the breach,  
 14:46:36 9 for the use of our technology, so it's using your technology  
 14:46:39 10 but not compensating you adequately.

14:46:39 11 So let's just say after I hear you out on that I  
 14:46:42 12 say it doesn't seem to me that there is no adequate monetary  
 14:46:45 13 relief. What happens because there has been no request for  
 14:46:48 14 damages, and if I don't give you specific performance but  
 14:46:51 15 there is a breach, where are we?

14:46:55 16 MS. DURIE: So the Court has the power in equity  
 14:47:04 17 to make awards incidental to an equitable request for  
 14:47:10 18 specific performance.

14:47:14 19 THE COURT: Did you ask for that in the pretrial  
 14:47:16 20 order?

14:47:16 21 MS. DURIE: We asked for that in the pleadings  
 14:47:18 22 and I believe it is in the pretrial order as well.

14:47:21 23 I do want to make clear that what I have been  
 14:47:24 24 talking about is harm as an element of a breach of contract  
 14:47:27 25 claim as distinct from damages.

14:48:55 1 you raised with Ms. Durie. I don't think it's correct that  
 14:49:02 2 all they intend to do is call some executives and say oh,  
 14:49:06 3 there may be some harm to us in the future which Your Honor  
 14:49:11 4 has said you haven't decided whether you will let them do  
 14:49:15 5 that or not. This came up a little bit during summary  
 14:49:18 6 judgment where they put in a declaration from two of the  
 14:49:20 7 executives. In fact, if you read their MIL response it  
 14:49:24 8 specifically says --

14:49:25 9 THE COURT: That caught my attention in the MIL,  
 14:49:29 10 we're going to have somebody testify and I'm like okay,  
 14:49:32 11 about what.

14:49:33 12 MR. BLUMENFELD: It says about royalties that  
 14:49:36 13 have been decreased. That doesn't sound like the future,  
 14:49:38 14 that sounds like --

14:49:39 15 THE COURT: I understand, but we've now had a  
 14:49:44 16 representation that suggest that's not going to happen,  
 14:49:46 17 unless the royalties that have been decreased means that  
 14:49:49 18 they're not being paid, they're Qualcomm or NuVia royalties  
 14:49:55 19 that they're not getting paid.

14:49:56 20 MR. BLUMENFELD: Right. If I could hand up one  
 14:49:59 21 of the declarations they put in, this is a big part of our  
 14:50:02 22 concern. It's from Williamson. It came in in August, we  
 14:50:06 23 objected to it as part of the summary judgment proceedings  
 14:50:09 24 because it is speculative, and also because it does disclose  
 14:50:25 25 things or argues things that we didn't get discovery of

14:50:29 1 because we didn't get the ALA's in for other reasons. But  
 14:50:33 2 if you look at Mr. Williamson's declaration, and he is  
 14:50:38 3 listed as a trial witness, so he's senior vice-president and  
 14:50:42 4 general manager, and he says in paragraph 6 that the  
 14:50:51 5 unlicensed use of ARM's technology has caused multiple harms  
 14:50:55 6 to ARM. And then he goes on to explain that, and in  
 14:50:59 7 paragraph 7, he says based on my experience at ARM and  
 14:51:03 8 marketing and business roles since 2015, the industry's  
 14:51:08 9 perception of ARM's reputation and its ability to protect  
 14:51:12 10 its intellectual property impacts ARM's contracts with its  
 14:51:15 11 licensees, for example, it affects the terms that ARM's  
 14:51:19 12 licensees are willing to accept, their proposals during  
 14:51:23 13 negotiations, their willingness to comply with those issues.  
 14:51:26 14 Terms that may be impacted include that products are  
 14:51:29 15 licensed financial terms, scope of license technology, I  
 14:51:34 16 don't know how I'm supposed to be able to cross-examine him  
 14:51:37 17 on these things happen when I'm talking to our licensees, by  
 14:51:41 18 the way, you don't have the licenses so you can't use them  
 14:51:44 19 to cross-examine me --  
 14:51:47 20 THE COURT: Hold on. Let me ask. Ms. Durie, I  
 14:51:51 21 would have thought based on our representations you weren't  
 14:51:53 22 planning to have him do that because I kind of agree,  
 14:51:57 23 Mr. Blumenfeld can't just say --  
 14:52:00 24 MS. DURIE: That is correct, we are not going to  
 14:52:02 25 say that there have been any such impacts to date.

14:53:40 1 MR. BLUMENFELD: Your Honor, if you go on to --  
 14:53:42 2 I want to respond also to her point about motivation, how it  
 14:53:46 3 is their motivation. The suit gets in after, what Mr. Olson  
 14:53:50 4 said, after our motivation.  
 14:53:52 5 THE COURT: I know. Well, you are going to talk  
 14:53:55 6 about their motivation to sue, that's all I heard over here  
 14:53:58 7 is they're suing us because they want more money so I can  
 14:54:02 8 sort of see why they get to respond and say no, we're not  
 14:54:05 9 suing them because we want more money, we're suing them  
 14:54:09 10 because this is harmful to our business model.  
 14:54:12 11 MR. BLUMENFELD: Well, we will get to that  
 14:54:15 12 undoubtedly when things come up at trial, but on the  
 14:54:18 13 specific things that Ms. Durie said about what they're going  
 14:54:22 14 to do, if you turn to paragraph 11 and then paragraph 13 of  
 14:54:27 15 Mr. Williamson's declaration, he says he --  
 14:54:30 16 THE COURT: Yeah, let's just check before you  
 14:54:33 17 tell me, are you going -- this seems like past stuff, since  
 14:54:36 18 June people have contacted me and I have been damaged. So  
 14:54:43 19 we need -- you're not going to put this in.  
 14:54:46 20 MS. DURIE: That's correct, Your Honor.  
 14:54:47 21 THE COURT: Okay. So that was paragraph 11.  
 14:54:50 22 MS. DURIE: Paragraph 11, that's right.  
 14:54:52 23 THE COURT: And then --  
 14:54:53 24 MS. DURIE: I want to be clear, we're talking  
 14:54:55 25 about the phase in front of the jury, obviously specific

14:52:06 1 THE COURT: But you want him to say but there  
 14:52:11 2 will be.  
 14:52:12 3 MS. DURIE: I would like for him to be able to  
 14:52:15 4 say that one of the reasons that ARM brought this case is  
 14:52:20 5 because its licensee ecosystem is extremely important to it  
 14:52:28 6 and it is very important to ARM as an IP licensing entity  
 14:52:32 7 that its licensees respect its intellectual property. And  
 14:52:38 8 that in ARM's view, if Qualcomm were able to use ARM  
 14:52:42 9 technology in an unlicensed fashion, that could have very  
 14:52:46 10 severe downstream consequences for ARM. I don't expect  
 14:52:50 11 anyone to spend a long time belaboring the point.  
 14:52:53 12 I think at that high level, they are -- Qualcomm  
 14:52:57 13 has said that they are going to try to suggest that ARM's  
 14:53:01 14 reasons for refusing to consent and bringing the case was  
 14:53:06 15 because it wanted to get rid of the Qualcomm ALA. Our  
 14:53:10 16 response to that is to say no, that is not true, the reason  
 14:53:14 17 that we are here is not because we want to get rid of the  
 14:53:17 18 Qualcomm ALA, the reason that we are here is because  
 14:53:20 19 Qualcomm is using our technology in an unlicensed fashion  
 14:53:23 20 and that is important to us.  
 14:53:24 21 But we don't intend to belabor the point and we  
 14:53:28 22 do not intend to make any argument that there has been any  
 14:53:31 23 specific effect in any specific license agreement that would  
 14:53:34 24 give rise to the need to cross-examine on that.  
 14:53:38 25 THE COURT: So with that --

14:56:33 1 need to understand more of what he's going to say, right?  
 14:56:37 2 Like, why can't he get up there and say this is our whole  
 14:56:41 3 business model, our business model is we licensed  
 14:56:45 4 technology, and you know, if you're going to be out there --  
 14:56:47 5 and we think we have great technology. But it's important  
 14:56:50 6 to us that people respect our licenses because if people  
 14:56:54 7 don't respect our licenses, our business model is not worth  
 14:56:57 8 the paper that it's written on. Right?  
 14:56:59 9 MS. DURIE: Right.  
 14:56:59 10 THE COURT: And then he can say and our  
 14:57:05 11 perception is that Qualcomm or NuVia, or I know there is two  
 14:57:10 12 different parties, I don't know who I'm talking about at  
 14:57:12 13 this moment, but you don't have to tell me there are two  
 14:57:16 14 different parties, whoever is not respecting our licenses,  
 14:57:19 15 probably both, right, neither of them respected the license  
 14:57:22 16 according to the plaintiff. So that seems okay to me and  
 14:57:26 17 that's not speculative damages, that's saying it's important  
 14:57:30 18 to us that people respect it, and it's important to our  
 14:57:34 19 business model that people respect it, and they're not  
 14:57:37 20 respecting it. And you can say well, you don't have any  
 14:57:40 21 evidence that it actually had an impact, but why can't he  
 14:57:44 22 get up there and say, come on, we're a licensing company,  
 14:57:47 23 all we do is enter agreements and if we say everybody can  
 14:57:51 24 just kind of pooh pooh our agreements, you know, it doesn't  
 14:57:55 25 -- the jury can look at that and be like well, that sounds

14:59:19 1 future and Mr. Blumenfeld could if he had the agreement say  
 14:59:23 2 good of you to say, but by the way, since this all happened,  
 14:59:28 3 you have entered into 89 license agreements and, in fact,  
 14:59:30 4 you got better terms than you ever had before, that's a  
 14:59:34 5 pretty good cross of him saying oh, it's going to now hurt  
 14:59:38 6 us.  
 14:59:39 7 MS. DURIE: So I disagree --  
 14:59:41 8 THE COURT: Well, I don't --  
 14:59:43 9 MS. DURIE: But the distinction, I want to draw  
 14:59:44 10 the distinction between what will happen as a consequence of  
 14:59:48 11 Qualcomm being allowed to use technology in an unlicensed  
 14:59:53 12 way without consequences --  
 14:59:55 13 THE COURT: Yes. According to you -- hold on.  
 14:59:58 14 MS. DURIE: Yes.  
 14:59:58 15 THE COURT: According to you, Qualcomm has been  
 15:00:01 16 allowed to do this.  
 15:00:03 17 MS. DURIE: Not yet. We're in court litigating  
 15:00:07 18 over that very issue. They have not gotten away with it.  
 15:00:11 19 They make -- if they were to get away with it, if this were  
 15:00:15 20 to not have a consequence, we would be harmed. But we are  
 15:00:18 21 not saying -- there has been no --  
 15:00:21 22 THE COURT: Now you're getting super  
 15:00:24 23 speculative. So the jury has to now assume that the damage  
 15:00:28 24 is that they find that there is a breach, but they can't  
 15:00:32 25 find that there is a breach unless there is damage. So I

14:57:58 1 bad.  
 14:58:00 2 MR. BLUMENFELD: So here is the problem with  
 14:58:02 3 that, and it goes to the question Your Honor raised with  
 14:58:05 4 Ms. Durie. How do I cross-examine him? Because, for  
 14:58:09 5 example, we know that they've entered into other licenses  
 14:58:13 6 since the termination of the NuVia license. We all know  
 14:58:17 7 about Apple and there are others they've entered into since  
 14:58:21 8 then. We don't have them, or we have them in redacted forms  
 14:58:26 9 that we don't know what the terms are. We went through that  
 14:58:30 10 back in March with the Google licenses where the terms are  
 14:58:33 11 totally redacted. So if he gets on the stand and says this  
 14:58:37 12 is going to affect our licensing program, it's going to  
 14:58:40 13 affect our ability to collect royalties, it's going to  
 14:58:43 14 affect people's willingness to take a license and all I can  
 14:58:46 15 say is well, people took licenses, right, and I don't have  
 14:58:51 16 those licenses and I can't cross-examine him on whether the  
 14:58:55 17 harm is real or whether it's just something he's making up  
 14:58:59 18 for the jury.

14:58:59 19 THE COURT: Let me ask Ms. Durie on that  
 14:59:02 20 specific point because that one seems --

14:59:04 21 MS. DURIE: So we're not arguing that there has  
 14:59:06 22 been any effect on any existing license agreements because  
 14:59:11 23 the harm hasn't happened yet --  
 14:59:13 24 THE COURT: Hold on, hold on. If he's going to  
 14:59:16 25 get up there and say well, it's going to harm us in the

15:00:35 1 can't -- that seemed wrong to me.  
 15:00:37 2 MS. DURIE: So let me be clear. The allegation  
 15:00:40 3 of harm for purposes of whether there was a breach is that  
 15:00:43 4 they are using our unlicensed technology and they are not  
 15:00:48 5 paying for it. That is harm. And that suffices to show  
 15:00:54 6 harm for purposes of a breach.  
 15:00:56 7 THE COURT: You know what, that's all I'm going  
 15:00:59 8 to let him say at trial. He cannot say -- no, he cannot say  
 15:01:02 9 and in the future, this is going to cause us problems if the  
 15:01:06 10 jury finds that there was a breach and this can all go and  
 15:01:11 11 they are allowed to get away with it. He cannot say it.  
 15:01:14 12 Okay? He cannot say it. You can stop arguing it because  
 15:01:20 13 you did not produce -- you did not produce information that  
 15:01:26 14 would allow the defendants to fairly cross-examine your  
 15:01:31 15 witnesses because I get it, you're saying well, they didn't  
 15:01:36 16 get away with it until the jury finds they got away with it.  
 15:01:40 17 The fact is they're doing it now. There is no -- no, he  
 15:01:43 18 can't -- and so one, no, you didn't produce the documents.  
 15:01:47 19 Two, no, it seems awfully speculative to say we think that  
 15:01:52 20 at some point if the jury finds that there wasn't -- I don't  
 15:01:57 21 even know if the jury finds there was a breach or there  
 15:02:00 22 wasn't a breach that we're going to be harmed.  
 15:02:02 23 MS. DURIE: It's not the jury verdict. Let me  
 15:02:05 24 very be very clear, it's why we brought the lawsuit. If we  
 15:02:08 25 had allowed this conduct to go unchallenged, if we had

15:02:12 1 allowed Qualcomm to use our IP in an unlicensed fashion and  
 15:02:16 2 not take an action, that would have threatened our  
 15:02:20 3 ecosystem, the reason we brought --

15:02:22 4 THE COURT: There is a difference between saying  
 15:02:24 5 it will threaten our ecosystem and saying, and what that  
 15:02:28 6 means is we are going to be harmed in the future by people,  
 15:02:35 7 you know, everybody -- no one is going to respect our  
 15:02:39 8 licenses. It's one thing if he gets up there and says this  
 15:02:42 9 is our business model, we need people to respect our  
 15:02:46 10 licenses, they're not respecting our licenses, okay, I don't  
 15:02:50 11 know exactly what that establishes, but the jury I suppose  
 15:02:54 12 could fairly draw an inference from that. It's a very  
 15:02:58 13 different thing for him to say and by the way, we will be  
 15:03:01 14 harmed in the future, or we may be harmed in the future if  
 15:03:06 15 this is allowed.

15:03:07 16 MS. DURIE: May I just say in response to the  
 15:03:09 17 attack on our motive for bringing the lawsuit, which  
 15:03:13 18 Qualcomm intends to put at issue by saying we refused to  
 15:03:17 19 consent to try to get out from under the Qualcomm ALA, we  
 15:03:20 20 would like our witness to be able to say that's not why  
 15:03:23 21 we're here, the reason why we're here, why we brought the  
 15:03:27 22 lawsuit and why we are insisting on our rights is because we  
 15:03:32 23 are a licensing shop. If our technology is used in an  
 15:03:35 24 unlicensed fashion, that threatens our entire business model  
 15:03:39 25 and we're very concerned about what the consequences of that

15:05:09 1 --  
 15:05:09 2 THE COURT: How are they supposed to say we  
 15:05:11 3 don't believe you, that's not true?  
 15:05:14 4 MS. DURIE: I think we could work out a  
 15:05:15 5 stipulation. If their goal is to be able to establish that  
 15:05:19 6 we are not contending there has been any such harm with  
 15:05:23 7 respect to the terms of license agreements that we were able  
 15:05:27 8 to negotiate in view of the fact that we did file a lawsuit,  
 15:05:31 9 we have no problem with that, and I think we could work out  
 15:05:34 10 a stipulation to that effect.

15:05:36 11 THE COURT: All right. This is what I am going  
 15:05:37 12 to do. You can't use the ALA. It sounds like you don't  
 15:05:41 13 want to use the ALA. And you can't use anything that's  
 15:05:44 14 happened to date, and it doesn't sound like you want to use  
 15:05:47 15 anything that's happened to date. So that I will rule on.  
 15:05:55 16 Whatever happens, see if you can come up with a stipulation  
 15:05:57 17 that will allow you to deal with it. If not, you can use  
 15:06:02 18 some of your trial time to argue the rest of this, whatever  
 15:06:05 19 is left of this motion to me.

15:06:07 20 MS. DURIE: Understood. Thank you, Your Honor.  
 15:06:09 21 THE COURT: But I understood the motion to be  
 15:06:14 22 that defendants seek to preclude ARM from making argument  
 15:06:17 23 about its ALA product program and so I guess to the extent  
 15:06:21 24 that we're talking about not specific agreements but the  
 15:06:26 25 program, then I -- let me know what's left of that motion.

15:03:43 1 would be. We're not saying we're harmed by that --  
 15:03:46 2 THE COURT: Yes, but the problem I have is --  
 15:03:49 3 and you can say that I'm talking about something different,  
 15:03:52 4 but I still think it's fair within the scope of  
 15:03:55 5 cross-examination, if your witness gets up there and says  
 15:03:58 6 all hell is going to break loose if people don't respect our  
 15:04:02 7 licenses, our business model is not worth the paper it's  
 15:04:05 8 written on, and Mr. Blumenfeld or Ms. Dunn or Ms. Nyrady or  
 15:04:10 9 whoever can't get up and say well, wait a second, everybody  
 15:04:15 10 knows that according to you, Qualcomm has not been  
 15:04:20 11 respecting our technology and has just been using it as you  
 15:04:22 12 say in an unlicensed manner and the sky has not fallen in,  
 15:04:28 13 in fact all of this other stuff has happened, the problem is  
 15:04:32 14 he can't say that or they can't say that because you didn't  
 15:04:35 15 produce the documents.

15:04:36 16 MS. DURIE: I would think, Your Honor, we could  
 15:04:38 17 arrive at a stipulation to solve that problem because that  
 15:04:40 18 is not the argument that we are making. We are saying if we  
 15:04:43 19 had not enforced our rights and just sat on the sidelines  
 15:04:48 20 and didn't take action to protect our intellectual property  
 15:04:52 21 and allowed the unlicensed use of our IP without  
 15:04:57 22 consequence, that is what would threaten our entire model,  
 15:05:00 23 not being here pursuing this litigation, but sitting on the  
 15:05:03 24 sidelines and not taking action.

If Qualcomm wants to cross-examine our witnesses

15:06:34 1 MR. BLUMENFELD: I'm not sure, Your Honor, that  
 15:06:37 2 there is anything left that we need to deal with today. We  
 15:06:40 3 may well get into the issue of them putting Mr. Williamson,  
 15:06:44 4 Mr. Abby, Mr. Haas, their witnesses on to talk about -- to  
 15:06:49 5 create an impression that there is a parade of horribles  
 15:06:53 6 that are going to happen and if that does --

15:06:56 7 THE COURT: I understand. I understand. And  
 15:06:58 8 I'm not in any way precluding you from objecting to that, or  
 15:07:01 9 from raising that before the witnesses get on the stand and  
 15:07:04 10 asking for a proffer on what they're going to say on that so  
 15:07:08 11 we can address it.

15:07:09 12 MR. BLUMENFELD: Thank you.  
 15:07:09 13 If I can respond to the colloquy that you had on  
 15:07:12 14 damages, this is kind of an interesting issue for us. Back  
 15:07:15 15 when we were before you in March, you asked them whether  
 15:07:18 16 they were asserting a damages claim and they said no. They  
 15:07:23 17 left themselves open to possibly doing it later. They've  
 15:07:26 18 never given us a damages expert report. They've never given  
 15:07:29 19 us a disclosure of a damages theory. They haven't put --  
 15:07:33 20 THE COURT: How scary it must be that they want  
 15:07:37 21 me to figure it out.  
 15:07:39 22 MR. BLUMENFELD: But if you go to the pretrial  
 15:07:41 23 order, I don't know if you have it in front of you.  
 15:07:44 24 THE COURT: I can pull it up. Give me a second.  
 15:07:49 25 MR. BLUMENFELD: It's Exhibit 13 to the pretrial

# **Exhibit 4**

Page 1

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF DELAWARE

4       QUALCOMM INCORPORATED, a  
Delaware corporation,  
5       QUALCOMM TECHNOLOGIES, INC.,  
a Delaware corporation,

**Plaintiffs,**

vs. C.A. No. 24-490 (MN)

9           ARM HOLDINGS PLC., f/k/a  
              ARM LTD., a U.K.  
              corporation,

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STENOGRAPHICALLY REPORTED BY:  
21 REBECCA L. ROMANO, RPR, CSR, CCR  
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22 Nevada CCR No. 827  
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23 Washington CCR No. 3491  
24 JOB NO. 7428915  
25 PAGES 1 - 189

|   |   |
|---|---|
| <p style="text-align: right;">Page 86</p> <p>1 which is requested from Qualcomm. So we determine,<br/>2 I mean, the implementation CPUs.</p> <p>3 And then we look at other partners who<br/>4 have licensed, I mean, yeah, the same set of IP and<br/>5 look at the commercials of that. That goes as an<br/>6 input.</p> <p>7 And then, I mean, yeah, based on that, I<br/>8 mean, yeah, we determine, I mean, yeah, the -- the<br/>9 total financial considerations and make sure that<br/>10 it has, I mean, everything the MFN has.</p> <p>11 Q. (By Ms. Zappala) What other partners did<br/>12 you consider?</p> <p>13 A. I don't exactly remember the long list of<br/>14 partners, I mean, yeah, which we considered in the<br/>15 analysis.</p> <p>16 Q. Your testimony is that the license fees<br/>17 here were developed after comparing the proposed<br/>18 terms to license fees paid by other partners?</p> <p>19 A. The commercials of this quote is<br/>20 generated after the -- the MFN analysis. I mean,<br/>21 we wouldn't particularly pick on one variable, but<br/>22 the commercials was generated after the MFN<br/>23 analysis.</p> <p>24 Q. And if I wanted to understand -- sorry,<br/>25 if I want to see the specifics of the MFN analysis,</p> | <p style="text-align: right;">Page 88</p> <p>1 were you looking at when you confirmed the MFN<br/>2 analysis?</p> <p>3 A. So as part of the review, I would have<br/>4 actually gone through, I mean, yeah, and looked at,<br/>5 I mean, the -- the other partners who have<br/>6 actually, I mean, yeah, licensed, I mean, yeah, the<br/>7 set of IP and the commercials.</p> <p>8 And then, I mean, yeah, based on that, I<br/>9 would review to make sure that my team member has<br/>10 done things right and followed the process of the<br/>11 MFN analysis.</p> <p>12 Q. So this proposal was not even a year ago.<br/>13 It was October of last year.</p> <p>14 A. And you don't remember any of the other<br/>15 partners that you looked at?</p> <p>16 A. I do not exactly remember the list of, I<br/>17 mean, yeah, partners which was considered as part<br/>18 of the analysis.</p> <p>19 Q. Is there a list that you keep in your<br/>20 files as to which partners you looked at?</p> <p>21 A. As part of the review, the documents<br/>22 would be presented to me, I mean, yeah. But I do<br/>23 not, I mean, yeah, exactly remember, I mean, yeah,<br/>24 which documents was -- was in play.</p> <p>25 Q. And who presented the documents to you?</p>               |
| <p style="text-align: right;">Page 87</p> <p>1 what would I look at?</p> <p>2 MR. KRAMER: Objection to form.</p> <p>3 Q. (By Ms. Zappala) Is there a document<br/>4 that has the MFN analysis in it?</p> <p>5 MR. KRAMER: Objection to form.</p> <p>6 THE DEPONENT: So can you say the<br/>7 question again.</p> <p>8 Q. (By Ms. Zappala) So you said the -- you<br/>9 went through a whole MFN analysis. You compared<br/>10 the proposed license rates to the license rates<br/>11 paid by other partners.</p> <p>12 How can I find the documentation<br/>13 supporting that analysis?</p> <p>14 MR. KRAMER: Objection to form.</p> <p>15 THE DEPONENT: I mean, as part of the<br/>16 analysis, I mean, yeah, there were like, I mean,<br/>17 yeah, documents involved. As I said, I don't<br/>18 exactly remember, I mean, yeah, which documents.</p> <p>19 Q. (By Ms. Zappala) Did Mr. Akshay [sic]<br/>20 send you an email that listed the rates paid by<br/>21 other partners?</p> <p>22 A. I do not recall exactly, I mean, yeah,<br/>23 what documents was exchanged because, I mean, yeah,<br/>24 more than a year ago.</p> <p>25 Q. When you confirmed the MFN analysis, what</p>  | <p style="text-align: right;">Page 89</p> <p>1 A. So as part of the analysis, I mean, it<br/>2 was Akshay, I mean, yeah, who would present me, I<br/>3 mean, yeah, with this analysis for the review. And<br/>4 then, I mean, yeah, that...</p> <p>5 Q. I want to take a look at the royalty<br/>6 rates here. If you'd take a look at the royalty<br/>7 rates listed as a percentage of ASP on the<br/>8 left-hand column.</p> <p>9 Do you see that?</p> <p>10 A. I can see the royalty rates listed, I<br/>11 mean, yeah, in the table.</p> <p>12 Q. Can you identify for me the process you<br/>13 derived to develop those royalty rates.</p> <p>14 A. Yeah, the process, again, going back to<br/>15 my explanation, so we would actually, I mean, yeah,<br/>16 look at the other partners who have actually<br/>17 licensed, I mean, yeah, the -- the implementation<br/>18 cores requested by Qualcomm. So we look at the<br/>19 commercials of those partners. That goes as an<br/>20 input for the process.</p> <p>21 And based on that, I mean, yeah, we<br/>22 determine the commercial proposals. And as part of<br/>23 that, that would have resulted in the royalty rates<br/>24 which you're seeing in the quote.</p> <p>25 Q. And what partners did you consider as</p> |

23 (Pages 86 - 89)

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1 part of that analysis?

2 A. I do not exactly remember the list of  
3 partners. But as part of the process, we would  
4 have considered licensees who have licensed, I  
5 mean, yeah, this implementation CPUs, which is  
6 Hunter, Hayes and Yamin.

7 Q. I know you can't remember the exact list  
8 of partners.

9 Can you remember some information about  
10 them?

11 A. I mean, yeah, as part of the analysis, I  
12 mean, yeah, the -- the partner which was considered  
13 as a previous was MediaTek. I think, I mean,  
14 that's as far as I remember.

15 But there was a bunch of other partners,  
16 I mean, yeah, in the -- in the comparison too.

17 Q. And do you understand -- so I want you to  
18 take a look, if you compare -- strike that.

19 If you go to the "Total Compute  
20 Configurations" to the right.

21 Do you see that?

22 A. I can see the "Total Compute  
23 Configurations" table.

24 Q. Are those proposed rates subject to an  
25 MFN provision?

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1 MR. KRAMER: Objection to form. Calls  
2 for legal conclusion.

3 THE DEPONENT: As part of the -- I mean,  
4 the -- the proposal generation, I mean, yeah, we  
5 would have, I mean, yeah, considered, I mean, all  
6 the analysis which is required for the -- for the  
7 MFN.

8 Q. (By Ms. Zappala) So you would have gone  
9 through an MFN analysis for the total compute  
10 configurations royalty rates?

11 A. I don't precisely remember the steps, I  
12 mean, yeah, as part of that analysis at this point  
13 of time.

14 Q. So you don't recall if there was an MFN  
15 analysis in connection with the total compute  
16 configurations?

17 A. I do not recall at this point.

18 [REDACTED]

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24 (Pages 90 - 93)

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# **Exhibit 5**

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Page 1

1 IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

3       QUALCOMM INCORPORATED,           §  
      A DELAWARE CORPORATION,           §  
4       QUALCOMM TECHNOLOGIES,           §   C.A. NO. 24-490-MN  
      INC., A DELAWARE                   §  
5       CORPORATION,                   §

**6** | **PLAINTIFFS,** §

7 - AGAINST - §

8 ARM HOLDINGS PLC., §  
F/K/A ARM LTD., A U.K. §  
9 CORPORATION, §

**DEFENDANT.**

16 ORAL AND VIDEOTAPED DEPOSITION OF AKSHAY  
17 BHATNAGAR, produced as a witness at the instance of  
the Plaintiffs and duly sworn, was taken in the  
18 above styled and numbered cause on Thursday,  
July 10, 2025, from 9:22 a.m. to 12:39 p.m., before  
19 TAMARA CHAPMAN, CSR, RPR-CRR in and for the State of  
Texas, reported by computerized stenotype machine,  
20 at the offices of Kirkland & Ellis, LLP, 401  
Congress Avenue, Austin, Texas, pursuant to the  
Federal Rules of Civil Procedure and any provisions  
stated on the record herein.

25 Job No. NY 7464214

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|   |         |         |
|---|---------|---------|
| 1     Q. You've testified about the analysis that<br>2 you do when requests for IPs come to Arm. What do<br>3 you understand analysis to mean?<br>4     A. By any analysis, did you mean the pricing<br>5 analysis that I mentioned about?<br>6     Q. I mean any analysis that you did relating<br>7 to this request for Hunter and Hayes?<br>8     A. This request in the email?<br>9     Q. Qualcomm's request for Hunter and Hayes?<br>10    A. So I'm just trying to make sure I'm<br>11 getting the timeline correct. Are you talking about<br>12 this request dated May 9, 2024?<br>13    Q. You understand that Qualcomm requested a<br>14 license to Hunter, Hayes, and Yamin in mid-2024,<br>15 don't you?<br>16    A. I don't remember when exactly they<br>17 requested it.<br>18    Q. Do you remember that there was such a<br>19 request sometime in 2024?<br>20    A. I remember there was a request to extend<br>21 the licenses sometime in 2024.<br>22    Q. And my question is what analysis did you<br>23 do in connection with that request?<br>24    A. Wait. So once my manager asked me to do<br>25 the pricing analysis, which I explained earlier for  | Page 34 | Page 36 |
| 1     Qualcomm, we went ahead and did that same for the<br>2 list of IPs which was in that request.<br>3     Q. What did that pricing analysis consist<br>4 of?<br>5       MR. EVANGELATOS: Objection.<br>6       I'm going to caution you again. To<br>7 the extent any of that analysis or any discussions<br>8 about that analysis involve attorneys, you should<br>9 not include that in your answer, and you should<br>10 answer as to anything outside of anything you may<br>11 have discussed with any attorneys.<br>12      MR. SCOTT: I'll just note for the<br>13 record that our position would be that that claim of<br>14 privilege is overbroad, but you can -- I respect<br>15 your right to instruct your witness.<br>16      MR. EVANGELATOS: Yeah. Obviously I<br>17 disagree. I mean, let him testify to -- in<br>18 accordance with my instruction.<br>19       So go ahead and answer.<br>20      A. So like I said, I remember doing the<br>21 pricing analysis based on my manager's guidance<br>22 sometime in 2024. Yeah, I'm not sure about the<br>23 timeline, but the -- the analysis was basically he<br>24 asked me to find the -- the royalty rates for<br>25 certain licensees for -- for those Arm IPs, and the | Page 35 | Page 37 |

10 (Pages 34 - 37)

# **Exhibit 6**

Page 1

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE DISTRICT OF DELAWARE  
3                   QUALCOMM INCORPORATED a Delaware corporation, ) Case No.  
4                   QUALCOMM TECHNOLOGIES, INC., a Delaware         ) 24-490-MN  
corporation,    )  
  )  
5                   Plaintiffs,    )  
  )  
6                   vs.    )  
  )  
7                   ARM HOLDINGS PLC, f/k/a ARM LTD., a U.K.        )  
corporation,,    )  
  )  
8                   Defendant.    )  
  )  
9    )

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10                   ATTORNEYS EYES ONLY VIDEOTAPED  
11                   30 (b) (6) DEPOSITION OF JEFFREY M. FONSECA  
12                   Palo Alto, California  
13                   Wednesday, July 9, 2025

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15  
16                   REPORTED BY: Derek L. Hoagland  
17                   CSR No. 13445  
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| <p style="text-align: right;">Page 22</p> <p>1 the assessment for the -- per the Qualcomm contract, and<br/>2 that his process for doing that is what he followed.<br/>3 And I'm not part of that process, but at the same time,<br/>4 I said, my recollection is you went through that<br/>5 exercise and then we prepared the quote accordingly, and<br/>6 the answer was yes. He verified that my understanding<br/>7 was correct.</p> <p>8 Q. And did Mr. Shivashankar give you any<br/>9 information about the process that he followed?</p> <p>10 A. I only -- I only know at a high level what the<br/>11 process is. But in terms of the actual devil's in the<br/>12 details of how they do that, conduct that analysis, I am<br/>13 not privy to.</p> <p>14 Q. Can you tell me your high-level understanding of<br/>15 that process?</p> <p>16 A. A high-level understanding is that they look at<br/>17 something we call the total financial considerations of<br/>18 likely situated partners that, you know, are looking at<br/>19 similar cores, licenses, and then they make a comparison<br/>20 of the request to those likely situated partners and<br/>21 they make an assessment analysis based on that to look<br/>22 at what we would end up quoting to Qualcomm for both the<br/>23 booking fee and the royalties.</p> <p>24 Q. When you say "booking fee," what is that?</p> <p>25 A. License fee.</p> | <p style="text-align: right;">Page 24</p> <p>1 partners to assess, does ARM identify the partners with<br/>2 the lowest MOT rates for the products at issue?</p> <p>3 A. I don't know that.</p> <p>4 THE REPORTER: You said M-O-T rates, M-O-T?</p> <p>5 BY MS. ZAPPALA:</p> <p>6 Q. Does ARM identify the partners with the lowest<br/>7 royalty rates for the products at issue?</p> <p>8 A. I don't know that that's part of Karthik's<br/>9 team's responsibility on how they do that assessment.</p> <p>10 Q. So when Mr. Shivashankar's team identified<br/>11 [REDACTED] and Mediatech as likely situated partners, do<br/>12 you have an understanding of why Mr. Shivashankar's team<br/>13 selected those two entities?</p> <p>14 A. My understanding is that --</p> <p>15 MR. KRAMER: Objection to form. You can --</p> <p>16 THE DEPONENT: My understanding is that they<br/>17 were comparing those two as ones that were likely<br/>18 situated, like I said, in respect to the cores that were<br/>19 specifically looking at Qualcomm wanted to license, and<br/>20 that they made the comparison to those two based upon<br/>21 whatever the total definition of total financial<br/>22 considerations is.</p> <p>23 BY MS. ZAPPALA:</p> <p>24 Q. And when you say "definition of total financial<br/>25 considerations," what are you referring to?</p> |
| <p style="text-align: right;">Page 23</p> <p>1 Q. So I understood you to say that Mr. Shiva --<br/>2 you -- strike that.</p> <p>3 Your understanding is that ARM looks at the<br/>4 total financial considerations of likely situated<br/>5 partners. Is that correct?</p> <p>6 A. Yes.</p> <p>7 Q. What do you mean by likely?</p> <p>8 A. Meaning they're trying to license similar<br/>9 products. So if it's another partner saying -- say<br/>10 Hunter as an example. Okay, Qualcomm wants to license<br/>11 Hunter, then we go look at another partner likely<br/>12 situated that wants to license Hunter.</p> <p>13 Q. And do you have an understanding of how to<br/>14 determine which partners are likely situated?</p> <p>15 A. I do, because then it's basically -- it comes<br/>16 out as a comparison that they made, which is the two --<br/>17 the two partners they did compare it to in reference.</p> <p>18 Q. So you -- you understand the two partners that<br/>19 Mr. Shivashankar's team compared Qualcomm's request for<br/>20 Hunter, Hayes license to?</p> <p>21 A. Yes.</p> <p>22 Q. Who were those partners?</p> <p>23 A. That was -- [REDACTED] was one and Mediatech was<br/>24 another.</p> <p>25 Q. As part of the process of determining which</p>  | <p style="text-align: right;">Page 25</p> <p>1 A. That's --</p> <p>2 MR. KRAMER: Objection. Outside the scope of --</p> <p>3 THE DEPONENT: Yeah.</p> <p>4 MR. KRAMER: -- the specific topic 8.</p> <p>5 But go ahead.</p> <p>6 THE DEPONENT: That's their definition. I don't<br/>7 have that definition.</p> <p>8 BY MS. ZAPPALA:</p> <p>9 Q. So you have an understanding that there's<br/>10 something called a total financial consideration, but<br/>11 you don't know what that refers to?</p> <p>12 A. Correct.</p> <p>13 Q. So do you have an understanding of whether the<br/>14 total financial consideration that are considered in<br/>15 selecting likely situated -- likely situated partners<br/>16 con -- includes royalty rates paid by those partners?</p> <p>17 MR. KRAMER: Objection. Outside scope.</p> <p>18 THE DEPONENT: My understanding is that, yes,<br/>19 that it includes booking fee and royalty rates.</p> <p>20 BY MS. ZAPPALA:</p> <p>21 Q. And do you have an understanding of the royalty<br/>22 rates paid by [REDACTED] for Hunter?</p> <p>23 A. No, I do not.</p> <p>24 Q. What about for Hayes?</p> <p>25 A. No, I do not. I am not privy to [REDACTED]</p>   |

7 (Pages 22 - 25)

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|---|---|
| <p style="text-align: right;">Page 38</p> <p>1 Q. What is your understanding of the previous best deal that was considered -- strike that.</p> <p>3 Do you have an understanding of whether ARM identified something called the previous best deal in consideration -- in connection with the October 2024 offer?</p> <p>7 MR. KRAMER: Objection to form. Calls for a legal conclusion.</p> <p>9 THE DEPONENT: So as far as my concern was whether or not Karthik and his team did that, and they're instructing me that they have done that.</p> <p>12 BY MS. ZAPPALA:</p> <p>13 Q. Do you have an understanding of whether Karthik's team considered [REDACTED] to be the previous best deal?</p> <p>16 MR. KRAMER: Objection to form. Calls --</p> <p>17 THE DEPONENT: No.</p> <p>18 MR. KRAMER: -- for a legal conclusion.</p> <p>19 BY MS. ZAPPALA:</p> <p>20 Q. The answer is no?</p> <p>21 A. No, I don't have an understanding of that.</p> <p>22 Q. Do you have an understanding of whether Karthik and his team considered Mediatech to be a previous best deal?</p> <p>25 A. Well --</p> | <p style="text-align: right;">Page 40</p> <p>1 legal conclusion.</p> <p>2 THE DEPONENT: So based on the output that I saw from their assessment, it was made against Mediatech at the end of the day.</p> <p>5 BY MS. ZAPPALA:</p> <p>6 Q. It was made against Mediatech?</p> <p>7 A. Yes.</p> <p>8 Q. So to make sure I understand, Mr. Shivashankar and his team considered the [REDACTED]</p> <p>10 A. Yes.</p> <p>11 Q. -- and Mediatech agreements --</p> <p>12 A. Correct.</p> <p>13 Q. -- correct?</p> <p>14 MR. KRAMER: Just hang on. Just let her get -- let her finish her question, and then -- I'm sorry.</p> <p>16 Can you ask the question again? I think our answer interrupted your question. But can we just do that again so I can get the right objections on?</p> <p>19 MS. ZAPPALA: Sure.</p> <p>20 BY MS. ZAPPALA:</p> <p>21 Q. To make sure I understand, Mr. Shivashankar and his team considered the [REDACTED] and Mediatech agreements when analyzing the total financial considerations,</p> <p>24 correct?</p> <p>25 A. Correct.</p> |
| <p style="text-align: right;">Page 39</p> <p>1 MR. KRAMER: Objection to form. Objection to form. Calls for a legal conclusion.</p> <p>3 THE DEPONENT: I think you're asking the question that's, like, leading towards one or the other, and the answer is no. You asked, first, [REDACTED] then you asked Mediatech, as if it has to be one or the other.</p> <p>8 BY MS. ZAPPALA:</p> <p>9 Q. I'm asking whether either of them was the previous best deal.</p> <p>11 MR. KRAMER: Objection to form. Calls for a legal conclusion.</p> <p>13 BY MS. ZAPPALA:</p> <p>14 Q. So earlier, you testified that you understood Mr. Shivashankar and his team looked at the [REDACTED] and Mediatech agreements.</p> <p>17 A. Correct.</p> <p>18 Q. And they looked at the [REDACTED] and Mediatech agreements as part of considering the total financial consideration, correct?</p> <p>21 A. Correct.</p> <p>22 Q. And do you understand whether [REDACTED] or Mediatech qualify as a previous best deal under Section 8.1?</p> <p>25 MR. KRAMER: Objection to form. Calls for a</p>                    | <p style="text-align: right;">Page 41</p> <p>1 Q. And your understanding is Mr. Shivashankar's team ultimately selected the Mediatech agreement, correct?</p> <p>4 A. Correct.</p> <p>5 Q. And when you say his team selected the Mediatech agreement, what do you mean by that?</p> <p>7 A. They used that for the basis of what we compared for the total financial considerations.</p> <p>9 Q. And do you have any understanding of why Mr. Shivashankar's team selected the Mediatech agreement?</p> <p>12 A. No.</p> <p>13 Q. You -- Section 8.1b of the TLA refers to making an offer to licensee, Qualcomm that is no more than [REDACTED] higher than the [REDACTED].</p> <p>16 Do you see that language?</p> <p>17 A. Yes.</p> <p>18 Q. Did you see any analysis of whether the offer to Qualcomm was [REDACTED] higher than the [REDACTED]?</p> <p>21 A. No.</p> <p>22 Q. Do you -- did you see any analysis of whether the offer to Qualcomm was [REDACTED] higher than the Mediatech deal?</p> <p>25 A. No.</p>                                       |

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